

## ELMORE CRAIG, P.C.



**POWER OF ATTORNEY OR  
AUTHORIZATION OF AGENT AND  
CORRESPONDENCE ADDRESS**

Application Number	10/795,967
Filing Date	March 8, 2004
First Named Inventor	Bernadene Ann Magnuson
Confirmation Number	
Group Art Unit	
Examiner Name	Not Assigned
Attorney Docket Number	4010.3004 US1

**Title** ANTHOCYANIN-RICH COMPOSITIONS AND METHODS FOR INHIBITING CANCER CELL GROWTH

I/We hereby appoint

☒ the attorneys/agents associated with Customer No. 000038473

☐ Practitioner(s) named below:

as my/our attorneys/agents to prosecute the application identified above, including any continuation or divisional applications thereof, and to transact all business in the United States Patent and Trademark Office connected therewith.

The correspondence address for the above-identified application is:

☒ Elmore Craig, P.C.  
209 Main Street  
North Chelmsford,  
Massachusetts 01863

☐ Other

Please direct all telephone calls and facsimiles to:

Name **Darlene A. Vanstone, Esq** Tel. No. **978-251-3509** Fax No. **978-251-3973**

I am the:

☐ Applicant/Inventor.

☒ Authorized representative of the Assignee, **University of Maryland**, of the entire interest. See 37 C.F.R. § 3.71. A Statement under 37 C.F.R. § 3.73(b) is enclosed.

☐ Authorized representative of the Assignee, [ ], together with [ ], of the entire interest. A Statement under 37 C.F.R. § 3.73(b) is enclosed.

**SIGNATURE of Applicant or Assignee of Record**

Name & Title **James A. Poulos, III Executive Director**

Signature

Date

*James A. Poulos*  
Sept 13, 2004

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Docket No. 4010.3004 US1STATEMENT UNDER 37 C.F.R. § 3.73(b)Applicants: Bernadene Ann Magnuson, M. Monica Giusti, Minnie Malik and Cuiwei ZhaoApplication No.: 10/795,967 Filed: March 8, 2004For: Anthocyanin-Rich Compositions and Methods for Inhibiting Cancer Cell Growth

, University of Maryland, a university  
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is

- A. ☒ the assignee of the entire right, title and interest in the patent application identified above; or
- B. ☐ an assignee together with ☐ of the entire right, title and interest in the patent application identified above.

The right, title and interest of the above-named assignee in the patent application identified above is established by virtue of:

- A. ☒ An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the Patent and Trademark Office at  
 Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the Patent and Trademark Office at  
 Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the Patent and Trademark Office at  
 Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date: Sept 13, 2004Name: James A. Poulos, IIITitle: Executive DirectorSignature: [Signature]

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between: **Bernadene Ann Magnuson**, an individual having a principal residence at **9117 Helaine Hamlet Way, Columbia, Maryland 21045** (hereinafter referred to as "Assignor"), and the **University of Maryland, College Park** (hereinafter referred to as "Assignee").

### WITNESSETH:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in **Assignee Invention Disclosure No. IS-2002-012** and **Attorney Docket No. 4010.3004 US1** entitled "**Anthocyanin-Rich Compositions and Methods for Inhibiting Cancer Cell Growth**" and further described in application for Letters Patent in the United States serial number **10/795,967** filed **March 8, 2004** and for any and all application(s) for Letters Patent in the United States of America and throughout the world, and all divisional, continuation, continuation-in-part, substitutions, renewals, reissues, extensions and other applications pertaining to the foregoing which have or shall be filed in the United States, any foreign country and other jurisdictions (hereinafter collectively referred to as the "Works"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all of his/her right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's worldwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assignor's intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Patent Policy and Copyright Policy, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do hereby covenant and agree as follows:

### **Section 1.      Assignment of the Works.**

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation), (i) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.

**BEST AVAILABLE COPY**

*Anthocyanin-Rich Compositions and Methods for Inhibiting Cancer Cell Growth*

LS-2002-012

**Section 2. University of Maryland Copyright and Patent Policies.**

The assignment of rights perfected hereunder shall be governed by the University of Maryland Patent Policy and Copyright Policy as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in those policies.

**Section 3. Warranty.**

Assignor warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

**Section 4. Jurisdiction.**

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America. Any legal proceedings involving claims or disputes regarding this agreement shall be brought in the appropriate court in the State of Maryland.

WHEREAS, the parties have caused this Assignment to be executed on the dates below.

**ASSIGNOR**

Agreed to by:

Printed Name:

Bernadene Ann Magnuson Date: Aug 11/04  
Bernadene Ann Magnuson, Inventor

**ASSIGNEE (The University of Maryland)**

Acknowledged and Agreed to by:

Printed Name:

Title:

James A. Poulos, III  
James A. Poulos, III  
Executive Director

Date:

Sept 13, 2004

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between: **M. Monica Giusti**, an individual having a principal residence at **7716 Cashel Court, Dublin, Ohio 43017** (hereinafter referred to as "Assignor"), and the **University of Maryland, College Park** (hereinafter referred to as "Assignee").

### WITNESSETH:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in **Assignee Invention Disclosure No. LS-2002-012** and **Attorney Docket No. 4010.3004 US1** entitled "**Anthocyanin-Rich Compositions and Methods for Inhibiting Cancer Cell Growth**" and further described in application for Letters Patent in the United States serial number **10/795,967** filed **March 8, 2004** and for any and all application(s) for Letters Patent in the United States of America and throughout the world, and all divisional, continuation, continuation-in-part, substitutions, renewals, reissues, extensions and other applications pertaining to the foregoing which have or shall be filed in the United States, any foreign country and other jurisdictions (hereinafter collectively referred to as the "Works"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all of his/her right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's worldwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assignor's intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Patent Policy and Copyright Policy, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do hereby covenant and agree as follows:

### **Section 1.      Assignment of the Works.**

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation), (i) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.

BEST AVAILABLE COPY

*Anthocyanin-Rich Compositions and Methods for Inhibiting Cancer Cell Growth*

LS-2002-012

**Section 2. University of Maryland Copyright and Patent Policies.**

The assignment of rights perfected hereunder shall be governed by the University of Maryland Patent Policy and Copyright Policy as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in those policies.

**Section 3. Warranty.**

Assignor warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

**Section 4. Jurisdiction.**

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America. Any legal proceedings involving claims or disputes regarding this agreement shall be brought in the appropriate court in the State of Maryland.

WHEREAS, the parties have caused this Assignment to be executed on the dates below.

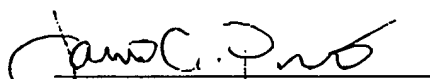
**ASSIGNOR**

Agreed to by:   
Printed Name: M. Monica Giusti, Inventor

Date: 8/26/04

**ASSIGNEE (The University of Maryland)**

Acknowledged and Agreed to by:

  
Printed Name: James A. Poulos, III  
Title: Executive Director

Date: Sept 13, 2004

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between: Minnie Malik, an individual having a principal residence at 3544 Softwood Terrace, Olney, Maryland 20832 (hereinafter referred to as "Assignor"), and the University of Maryland, College Park (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in Assignee Invention Disclosure No. LS-2002-012 and Attorney Docket No. 4010.3004 US1 entitled "Anthocyanin-Rich Compositions and Methods for Inhibiting Cancer Cell Growth" and further described in application for Letters Patent in the United States serial number 10/795,967 filed March 8, 2004 and for any and all application(s) for Letters Patent in the United States of America and throughout the world, and all divisional, continuation, continuation-in-part, substitutions, renewals, reissues, extensions and other applications pertaining to the foregoing which have or shall be filed in the United States, any foreign country and other jurisdictions (hereinafter collectively referred to as the "Works"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all of his/her right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's worldwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assignor's intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Patent Policy and Copyright Policy, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do hereby covenant and agree as follows:

**Section 1. Assignment of the Works.**

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation), (i) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.

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**Section 2. University of Maryland Copyright and Patent Policies.**

The assignment of rights perfected hereunder shall be governed by the University of Maryland Patent Policy and Copyright Policy as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in those policies.

**Section 3. Warranty.**

Assignor warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

**Section 4. Jurisdiction.**

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America. Any legal proceedings involving claims or disputes regarding this agreement shall be brought in the appropriate court in the State of Maryland.

WHEREAS, the parties have caused this Assignment to be executed on the dates below.

**ASSIGNOR**

Agreed to by:

Printed Name:

Minnie Malik  
Minnie Malik, Inventor

Date:

Aug 10, 2004**ASSIGNEE (The University of Maryland)**

Acknowledged and Agreed to by:

Printed Name:

Title:

James A. Poulos, III  
James A. Poulos, III  
Executive Director

Date:

Sept 13, 2004

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between: Cuiwei Zhao, an individual having a principal residence at 3512 N. Chatham Road, Ellicott City, Maryland 21042 (hereinafter referred to as "Assignor"), and the University of Maryland, College Park (hereinafter referred to as "Assignee").

### WITNESSETH:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in Assignee Invention Disclosure No. IS-2002-012 and Attorney Docket No. 4010.3004 US1 entitled "Anthocyanin-Rich Compositions and Methods for Inhibiting Cancer Cell Growth" and further described in application for Letters Patent in the United States serial number 10/795,967 filed March 8, 2004 and for any and all application(s) for Letters Patent in the United States of America and throughout the world, and all divisional, continuation, continuation-in-part, substitutions, renewals, reissues, extensions and other applications pertaining to the foregoing which have or shall be filed in the United States, any foreign country and other jurisdictions (hereinafter collectively referred to as the "Works"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all of his/her right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's worldwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assignor's intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Patent Policy and Copyright Policy, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do hereby covenant and agree as follows:

### **Section 1.      Assignment of the Works.**

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation), (i) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.

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**Section 2. University of Maryland Copyright and Patent Policies.**

The assignment of rights perfected hereunder shall be governed by the University of Maryland Patent Policy and Copyright Policy as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in those policies.

**Section 3. Warranty.**

Assignor warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

**Section 4. Jurisdiction.**

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America. Any legal proceedings involving claims or disputes regarding this agreement shall be brought in the appropriate court in the State of Maryland.

WHEREAS, the parties have caused this Assignment to be executed on the dates below.

**ASSIGNOR**

Agreed to by: Cuiwei Zhao  
Printed Name: Cuiwei Zhao, Inventor

Date: 9/15/04

**ASSIGNEE (The University of Maryland)**

Acknowledged and Agreed to by:

Printed Name: James A. Poulos, III  
Title: Executive Director

Date: Sept 20, 2004

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